

18. **INSPECTION OPTIONS.** Purchaser hereby acknowledges having been given the opportunity to have qualified individuals and/or firms inspect the condition of the property, the condition of its electrical, plumbing, water and sewerage systems (if applicable), heating, air conditioning, appliances and any other mechanical systems and related equipment, and having been given the opportunity to have the property warranted and/or guaranteed by any home inspection and/or warranty firm for a fee. Purchaser declines these inspections (unless otherwise specified in an Addendum to this Agreement) with the full knowledge and understanding that neither the Broker nor the agent will be responsible for defects in the property which are unknown to them.

19. **FORFEITURE OF DEPOSIT/LEGAL REMEDIES.** If Purchaser shall fail to make settlement, the deposit herein provided for may be forfeited at the option of the Seller, in which event Purchaser shall be relieved from further liability hereunder and said deposit, if forfeited, shall be construed as liquidated damages. In the event of any such forfeiture of the deposit, the Broker shall be entitled to one-half of said amount, not to exceed the full commission as previously specified. If Seller elects not to accept forfeiture of deposit, Seller shall notify Purchaser and the Broker in writing, within 30 days from the date provided for settlement herein of his election to avail himself of any legal or equitable rights which he may have under this Agreement, other than the said forfeiture. In such event said deposit shall be returned by the Broker to Purchaser, and the Broker shall not be liable to Seller for said deposit. If after a breach by Purchaser, Seller obtains an award of damages by a court, or enters into a compromise agreement with Purchaser, Seller shall pay the Broker one-half thereof, said amount not to exceed the amount of the full brokerage fee, but said amount shall not be less than one-half the deposit in the event of a compromise agreement.

Should Seller default, Purchaser may, at Purchaser's option, elect to (1) waive any claim for loss of bargain, in which event Seller hereby agrees to execute a release and repay to Purchaser the earnest money and all monies paid on account, and, in addition, reimburse Purchaser for all direct, out-of-pocket costs and expenses including, but not limited to, title examination, survey and attorney's fees. In lieu thereof, however, Purchaser may elect either or both of the following remedies; (2) an action for specific performance; (3) an action at law for damages including, but not limited to, consequential damages, loss of bargain and attorney's fees, provided, however, that no such election of (2) or (3) hereof shall be final or exclusive until full satisfaction shall have been received. If the Broker is required to participate in any legal proceedings, through no fault of his own, either as Plaintiff, Defendant or Third Party, Seller and Purchaser agree to pay reasonable attorney's fees for Broker's own attorney.

20. **DISPOSITION OF DEPOSIT MONIES.** If a dispute arises between the parties to the transaction as to the disposition of deposit monies, the Broker holding the deposit shall (1) hold these funds until the Broker has releases signed by all parties to the transaction authorizing disposition of the funds, or (2) hold these funds until such time as one of the parties to the transaction files suit and the court in which this suit is filed orders the disbursement of these funds, or (3) the Broker holding the deposit may pay such monies into the court by filing a Bill of Interpleader.

In the event of any litigation between Seller and Purchaser concerning return of the deposit monies, Broker's sole responsibility may be met, at Broker's option, by paying the deposit monies into the court in which such litigation is pending, and Purchaser and Seller agree that upon payment of such deposit monies into court, neither Purchaser nor Seller shall have any further right, claim, demand, or action against the Broker. In the event any dispute arises under this Agreement between Seller and Purchaser resulting in the Broker being made a party to any litigation, Seller and Purchaser, jointly and severally, agree to indemnify the Broker for all costs, attorney's fees and legal expenses incurred by the Broker as a result thereof, provided that such litigation does not result in a judgment against the Broker for acting improperly under this Agreement.

21. **TERMITE INSPECTION.** At the time of settlement Seller shall provide to Purchaser a written certification from a licensed exterminator that, based upon careful visual inspection of accessible areas of the house, attached structures, and garage(s), there is no evidence of infestation of termites or other woodboring insects. If such infestation exists, Seller, at his own expense, prior to settlement, is to exterminate and repair any existing structural damage caused by termites or other woodboring insects, provided the repair of said structural damage does not exceed 3% of the purchase price. However, if Purchaser, at his expense, chooses to pay for any repairs exceeding said 3%, this Agreement will remain in full force and effect. If the Agreement is voided based on this termite clause, the parties agree to execute such documents as may be necessary for the release of liability and return of the deposit to Purchaser.

22. **WELL WATER REPORT.** Based on a water sample taken from the water supply that services the property, Seller agrees to furnish a certificate from a Maryland State Certified Water Quality Laboratory that states the bacteriological content of the water sample meets the standards, for human consumption, of the Maryland State Department of Health.

23. **SEPTIC REPORT.** If required by lender, Seller agrees to furnish to lender a certificate from a licensed inspector indicating there is no evidence of septic outbreak.

24. **RISK OF LOSS.** The risk of loss or damage to the property by fire or other casualty until the time of settlement is assumed by Seller. In the event of damage to any part of the property by fire or other casualty, not repaired or replaced prior to settlement, Purchaser shall have the option of rescinding this Agreement and receiving a return of all monies paid hereunder or accepting the property in its damaged condition, together with the proceeds of any insurance recovery obtained, or obtainable, by Seller. (Purchaser is hereby notified of his right to insure his equitable interest in the property as of the acceptance date of this Agreement.) Seller hereby certifies to Purchaser that the improvements on the property are insured against fire or other casualty in an amount sufficient to allow the repair/replacement of any loss/damage which may occur.

25. **AGRICULTURAL LAND TRANSFER TAX.** Seller hereby notifies Purchaser that the property may be subject to an Agricultural Land Transfer Tax under the provisions of Section 13-301, et. seq., Tax-Property Article, Annotated Code of Maryland, which tax, if any (☒ Purchaser) (☐ Seller) agrees to pay.

26. **AGENTS AGREEMENT/BROKER LIABILITY.** It is mutually and expressly understood and agreed between the parties that the listing Broker, his salespeople, and employees, or any officer or partner of the Broker, and any cooperating Broker, and his salespeople and employees, or any officer or partner of the cooperating Broker, are acting as agents only and will in no case whatsoever be held liable either jointly or severally to either party for the performance of any term or covenant of this Agreement of Sale, for damages for the non-performance thereof, nor be responsible for the soundness or condition of the property.

Purchaser and Seller understand and acknowledge that Broker and any agents or employees of Broker are not and were not at any time authorized to make any representations concerning this Agreement or the property other than those expressly set forth herein. Broker and any agents or employees of Broker do not assume any responsibility for the condition of the property or for the performance of this Agreement by any or all parties hereto. By signing this Agreement, Purchaser acknowledges that Purchaser has not relied on any representations made by Broker and any agents or employees of Broker, except those representations expressly set forth herein.

Notice to Purchasers and all other parties hereto: Any persons aggrieved in accordance with Article 56, Section 217A of the Annotated Code of Maryland may be entitled to recover compensation from the Maryland Real Estate Guaranty Fund for his actual loss, as proven before the Maryland Real Estate Commission, in an amount not exceeding \$25,000 in consideration of any claim. A Purchaser or other aggrieved person is not protected by the Guaranty Fund in an amount in excess of \$25,000 for any claim.

27. **AGENCY.** The Seller recognizes McIntosh & Sons, Inc. Broker, as the listing Broker negotiating this Agreement and agrees to pay said Broker a brokerage fee for services rendered in the amount provided for in the listing agreement. The party making settlement is hereby authorized and directed to deduct the aforesaid brokerage fee from the proceeds of sale and pay the same to the Broker as a convenience to Seller and not as a limitation upon Seller's liability to pay a commission.

28. **AMENDMENT TO PREPRINTED CONTRACT.** It is understood and agreed to by all parties that any amendment to the preprinted Agreement of Sale, whether in writing or via typed addendum, supersedes the preprinted Agreement of Sale and any inconsistent portion of this printed form.

29. **AGREEMENT OF PRINCIPALS.** The principals to this Agreement mutually agree that it shall be binding upon them, their heirs, personal representatives, successors, and assigns, that this Agreement contains the final and entire Agreement between the parties hereto, and that neither they nor their agent(s) shall be bound by any terms, conditions, statements, warranties, or representations, oral or written not herein contained.

Addendum Attached ☐ Yes ☒ No This Agreement has been executed in 4 copies.

THIS IS A LEGALLY BINDING AGREEMENT; IF YOU DO NOT UNDERSTAND, SEEK COMPETENT LEGAL COUNSEL.

Seller  
\_\_\_\_\_  
\_\_\_\_\_  
Seller

Purchaser  
\_\_\_\_\_  
\_\_\_\_\_  
Purchaser

Phone: Residence Office

Phone: Residence Office

ACCEPTANCE DATE: 1/28/88 Time: 2:25 PM

By: 310-7025 EXT 2413